

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In Re:  
Daniel R. Miville

Chapter 13  
Case No. 08-42572  
Honorable Joel B. Rosenthal

Debtor

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This Stipulation is entered into this 29th day of September, 2009 by and between US Bank, NA and debtor Daniel R. Miville ("Debtor") (collectively, the "Parties").

WHEREAS, US Bank, NA is the present holder of the promissory note executed by the Debtor and Debra A. Miville to Northeast Mortgage Corporation dated December 23, 2002 in the original principal amount of \$163,000.00 (the "Note"). The Note is secured by a mortgage (the "Mortgage") to Mortgage Electronic Registration Systems, Inc. dated December 23, 2002 on the real property owned by the Debtor and known and numbered as 103 Lakewood Street, Worcester, Massachusetts (the "Property"). The Mortgage is a first mortgage on the Property and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 42829, Page 393. US Bank Home Mortgage is the servicing agent for US Bank, NA.

WHEREAS, on August 6, 2009 US Bank, NA filed a motion in the above-captioned bankruptcy case requesting relief from the automatic stay of 11 U.S.C. § 362(a) and the co-debtor stay of 11 U.S.C. § 1301(a) with respect to Debra A. Miville pursuant to 11 U.S.C. § 362(d),

WHEREAS, the Parties hereto have reached a compromise regarding the above described controversy,

NOW, THERFORE, the Parties hereto, by and through their respective attorneys, hereunto duly authorized, do hereby stipulate and agree to the following:

1. The Debtor is due for the May 1, 2009 through September 1, 2009 post-petition payments in the amount of \$1,826.14 each for a total of \$9,130.70. In addition to the outstanding post-petition payments, there are late charges for the May 1, 2009 through September 1, 2009 payments in the amount of \$73.05 each for a total of \$365.25, post-petition property inspection fees totaling \$200.00, attorney fees and costs for the motion for relief in the amount of \$800.00, and a credit suspense balance of \$454.08. Therefore, the total amount of post-petition arrears is \$10,041.87, which is the sum of the outstanding post-petition payments and the aforementioned fees and costs, less the credit suspense balance. The Debtor will cure the total amount of post-petition arrears by making the following payments:

\$1,115.77 on or before October 15, 2009,  
\$1,115.77 on or before November 15, 2009,  
\$1,115.77 on or before December 15, 2009,  
\$1,115.76 on or before January 15, 2010,  
\$1,115.76 on or before February 15, 2010,  
\$1,115.76 on or before March 15, 2010,  
\$1,115.76 on or before April 15, 2010,  
\$1,115.76 on or before May 15, 2010, and  
\$1,115.76 on or before June 15, 2010.

The payments shall be in the form of good funds (bank check, certified funds, or a check drawn on Debtor's counsel's client trust fund account) and shall be made payable to US

BANK HOME MORTGAGE and sent directly to US BANK HOME MORTGAGE at 4801 Frederica Street, Owensboro KY 42301 with the loan number written on the check. Payment will be considered made on such dates if the funds are received by US BANK HOME MORTGAGE by the close of business on those dates.

2. In addition to the payments required by paragraph 1 herein, the Debtor shall timely make the regular monthly payments, beginning with the October 1, 2009 payment, directly to US BANK HOME MORTGAGE as required by the Note and Mortgage.

3. **PLEASE NOTE THAT UPON DEBTOR'S FAILURE TO MAKE EITHER A REGULAR MONTHLY PAYMENT UNDER PARAGRAPH 2 OR ANY PAYMENT UNDER PARAGRAPH 1, US BANK, NA OR ITS ATTORNEY SHALL GIVE WRITTEN NOTICE TO THE DEBTOR, THROUGH HIS COUNSEL, OF SUCH FAILURE TO MAKE TIMELY PAYMENTS PURSUANT TO THE STIPULATION AND FURTHER ADVISE THAT THE DEBTOR'S FAILURE TO MAKE SAID PAYMENTS WITHIN SEVEN (7) DAYS AFTER THE DATE OF SUCH NOTICE SHALL CONSTITUTE A DEFAULT UNDER THIS STIPULATION.**

4. **IF THE DEBTOR DEFAULTS UNDER THIS STIPULATION, US BANK, NA OR ITS ATTORNEY WILL FILE AN AFFIDAVIT OF DEBTOR'S NON-COMPLIANCE WITH THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MASSACHUSETTS AND THEREAFTER, THE COURT MAY ENTER AN ORDER GRANTING US BANK, NA AND ITS SUCCESSORS AND ASSIGNS, RELIEF FROM THE AUTOMATIC STAY OF 11 U.S.C. § 362(A) AND THE CO-DEBTOR STAY OF 11 U.S.C. § 1301(A) WITH RESPECT TO**

**DEBRA A. MIVILLE PURSUANT TO 11 U.S.C. § 362(D). US BANK, NA AND ITS SUCCESSORS AND ASSIGNS WILL THEN BE FREE TO EXERCISE ITS RIGHTS PURSUANT TO THE NOTE AND MORTGAGE IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW AND TO CONDUCT A FORECLOSURE SALE OF THE PROPERTY.<sup>1</sup>**

5. No waiver by US Bank, NA of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6. This Stipulation and the terms contained herein shall become void and unenforceable by either party in the event that the Debtor's case is converted to Chapter 7 or dismissed for any reason or as a result of the motion of any party, including, but not limited to the Debtor.

US Bank, NA  
By its Attorney,

Daniel R. Miville  
By his Attorney,

/s/ Julie Taylor Moran  
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<sup>1</sup> "Bold" and "All-Caps" per MA Bankruptcy Court Standing Order 09-02, dated April 7, 2009